

GRADING WORK AGREEMENT

This GRADING WORK AGREEMENT (this "Agreement") is made and entered into by and between **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation ("Finance Corporation") and **SUSAN ANNETTE COX** ("Developer"). The "Effective Date" of this Agreement shall be the date on which the last party executes this Agreement.

RECITALS

A. Developer desires to develop a Dollar General store (the "Development") on that certain real estate located at (i) 10524 W. Manslick Rd., Louisville, Kentucky 40118, having Parcel ID 105006200000 and (ii) 10608 W. Manslick Rd., Louisville, Kentucky 40118, having Parcel ID 105011280000 (the "Property to be Developed").

B. Finance Corporation owns certain real estate located at 10104 Mitchell Hill Rd., Louisville, Kentucky 40118, having Parcel ID 105006740000, which such real estate abuts the Property to be Developed, and is leased by the Finance Corporation to the Board of Education of Jefferson County, Kentucky ("Board") to operate Fairdale Elementary School (the "Fairdale Property").

C. Developer desires to cut up to (but no more than) 1,500 cubic yards of certain dirt in a certain area (the "Grading Area") on the Fairdale Property and to remove and transport such dirt to the Property to be Developed so Developer can use such dirt in conjunction with the Development (the "Grading Work").

D. Finance Corporation is agreeable to Developer performing the Grading Work subject to the terms and conditions described in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Obligations of Finance Corporation. Finance Corporation shall (and hereby does), subject to the terms and conditions set forth in this Agreement, (i) permit Developer (and Developer's agents, employees, contractors, inspectors and engineers) to perform the Grading Work, at Developer's sole cost and expense, in accordance with the grading plan attached hereto as Exhibit A and made a part hereof (the "Grading Plan") and (ii) grant Developer (and Developer's agents, employees, contractors, inspectors and engineers) a non-exclusive right of vehicular and pedestrian access to the Grading Area for the purpose of performing the Grading Work.

2. Obligations of Developer. Developer shall (and hereby agrees to), subject to the terms and conditions set forth in this Agreement, (i) commence and perform the Grading Work during "Nonschool hours" as defined in KRS 162.055 during the time period of April 1, 2017 through April 9, 2017, in a professional, diligent and workmanlike manner in accordance with the Grading Plan and all applicable statutes, ordinances, rules, regulations, laws and codes, (ii)

complete the Grading Work and Developer's obligations under this Agreement in connection with the Grading Work no later than April 9, 2017 (the "Grading Work Completion Deadline") free and clear of liens or claims for liens, (iii) install, at Developer's sole cost and expense, during "Nonschool hours" as defined in KRS 162.055 and before June 15, 2017 (the "LED Sign Work Completion Deadline"), a LED sign (the "LED Sign Work") at the main entrance to the Fairdale Property in an area reasonably acceptable to Finance Corporation and in accordance with the LED sign specifications set forth on Exhibit B attached hereto and made a part hereof (the "LED Sign Specifications"), (iv) protect any equipment used by Developer (and/or Developer's agents, employees, contractors, inspectors and engineers) on the Fairdale Property, protect the Grading Area, and properly police same, (v) promptly repair and restore any portion of the Fairdale Property (including without limitation the Grading Area to the extent there is damage not part of the Grading Plan) damaged in connection with the Grading Work, (vi) maintain and leave the Grading Area, and any area on the Fairdale Property affected by the Grading Work and LED Sign Work, in a safe, clean, orderly, working and commercially reasonable condition, (vii) furnish to Finance Corporation any and all amendments to the Grading Plan, which shall be subject to Finance Corporation's prior written approval, which shall not be unreasonably withheld, (viii) hold Finance Corporation and Board harmless and indemnify them against any liability, claims, demands, costs and expenses (including reasonable attorney fees and court costs), arising from or out of any activities of Developer and/or its agents, employees, contractors, inspectors and engineers relating to the Grading Work and LED Sign Work, (ix) after each of the Grading Work and the LED Sign Work is complete, promptly remove any equipment used (and owned or controlled) by Developer (and/or Developer's agents, employees, contractors, inspectors and engineers) in connection therewith from the Fairdale Property, (x) take reasonable measures to minimize interference with the operation of Fairdale Elementary School, (xi) upon completion of each the Grading Work and LED Sign Work, cause Developer's engineer and inspector to each furnish to Finance Corporation a signed statement certifying to the Finance Corporation that such work is complete in accordance with this Agreement and the Grading Plan and LED Sign Work, respectively, and (xii) promptly correct, at Developer's sole cost and expense, any defects in the Grading Area, Grading Work and LED Sign Work if reasonably rejected by Finance Corporation as defective or as failing to conform to this Agreement, the Grading Plan and/or the LED Sign Work, respectively; provided, however, Developer shall have no obligation to correct defects or failures to conform under this clause (xii) that are discovered more than sixty (60) days after the LED Sign Work Completion Deadline.

3. Condition of Property. Finance Corporation shall have no obligation to Developer with respect to the physical condition of the Grading Area or Fairdale Property and Finance Corporation makes no representations or warranties, express or implied, with respect to the condition of the Grading Area or Fairdale Property.

4. Enforceability. Finance Corporation represents and warrants that this Agreement constitutes the legal, valid and binding obligation of Finance Corporation, enforceable in accordance with its terms. Developer represents and warrants that this Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

5. Non-Waiver. Any failure to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties hereto shall not be deemed a waiver of

any rights or remedies, nor shall it relieve the other party hereto from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party hereto against whom enforcement is sought. Such waiver shall constitute a continuing waiver only when the writing so states. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision.

6. Notices. All notices required or permitted by this Agreement shall be deemed given if delivered in writing by email, hand delivery or by overnight FedEx or UPS courier service, to the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Finance Corporation or Developer in accordance with this Section, and shall be deemed given the date such notice was given as to email and hand delivery, and shall be deemed given one (1) day after delivered if delivered by overnight courier.

Notice to Developer shall be given to:

Susan Annette Cox
2768 N. Highland Ave.
Jackson, TN 38305-2202

Notice to Finance Corporation shall be given to:

Jefferson County Public Schools
3001 Crittenden Drive
Louisville, KY 40209-1104
Attention: Franklin Jones, Real Estate
Manager

with a copy to:

Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232-4020
Attention: Legal Counsel

7. Governing Law. This Agreement is governed by the laws of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

8. Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which taken together will constitute one agreement. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party to this Agreement.

9. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

10. Entire Agreement. This Agreement constitutes the entire agreement between Finance Corporation and Developer relating to the Grading Work. This Agreement supersedes, in all respects, all prior written or oral agreements, if any, between the parties relating to the Grading Work and there are no agreements, understandings, warranties or representations between Finance Corporation and Developer except as set forth in this Agreement.

11. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

12. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

13. Assignment. Developer shall not assign this Agreement without the prior written consent of Finance Corporation, which may be given or withheld in Finance Corporation's sole discretion.

<the remainder of this page is intentionally left blank; signature page follows>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, but actually signed as of the dates set forth below.

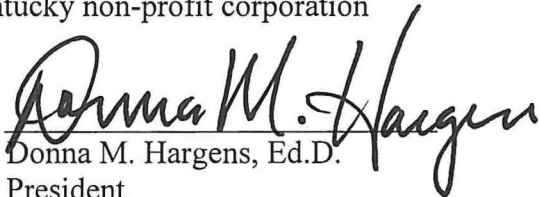
Developer:


SUSAN ANNETTE COX

Date: 12/13/16

Finance Corporation:

JEFFERSON COUNTY SCHOOL
DISTRICT FINANCE CORPORATION, a
Kentucky non-profit corporation

By: 
Donna M. Hargens, Ed.D.
President

Date: 02/06/17

Attachments:

Exhibit A - Grading Plan

Exhibit B - LED Sign Specifications

EXHIBIT A

Grading Plan

(attached hereto)

EXHIBIT B

LED Sign Specifications

(attached hereto)

61551146.4

Item	Description
Illuminated Sign	4'-0" Tall x 8'-0" Wide Double-Sided LED-Illuminated Monument Sign; 4' Tall x 5' Wide Pole Cover
Message Center	Double-Sided Full-Color ThinkSign 20 mm LED Display Display Includes: -Wireless Communication -Time & Temperature Sensor -Brightness Sensor -Smart LED Manage Pro Software -Free Software Training from "ThinkSign"
Installation	Installation/Labor -Install Sign Complete -Provide Underground Electric From School to Sign Location -Provide Concrete Footing and/or Pad Per Manufacturer's Recommendations

SAMPLE

NOTE: Color, Wording and Image To Be Chosen By Fairdale Elementary School Principal

